



Hazelwood School
Nursery and Early Years

TERMLY FEES PAYMENT

Terms & Conditions

A Terminology

A1 *"The Nursery"/"We"/"Us"* means The Larks at Laverock Limited (and any successor) trading as Hazelwood School Nursery and Early Years as now or in the future constituted.

A2 *"The School"* means Hazelwood School as now or in the future constituted (and any successor).

A3 *"The Head"* is the person responsible for the day-to-day running of the Nursery, currently the Assistant Head (with responsibility for Early Years) and that expression includes those to whom any duties of the Head have been delegated.

A4 *"The Parents"/"You"* means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the Child) are entitled to receive relevant information concerning the Child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Child.

A5 *"The Pupil"/"Child"* is the child named on the Registration Form and Acceptance Form.

A6 *"Term"* means the school terms as determined and published by the School on an annual basis, namely Spring, Summer and Autumn terms and means the period between and including the first and last days of the relevant term.

B The Nursery

B1 *Our Aims:* The Nursery is a constantly developing community of children, staff and parents. We are committed to providing a happy and secure environment in which each child can develop at his/her own pace. The Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name and to ensure that the Child maintains appropriate standards of punctuality, behaviour, discipline and hygiene.

B2 *The Child's Health:* The Parents must inform the Nursery if the Child has any known medical condition or health problem or has been in contact with infectious diseases. The child must not be brought to Nursery if unwell. Please now refer to section E.

C Entry to the Nursery

C1 *Registration and Registration Fee:* The Child will be considered for Entry to the Nursery when the Registration Form has been completed and returned to the Registrar and the non-returnable registration fee paid. "Admission" occurs when the Parents accept the offer of a place by the Nursery and they complete the Acceptance Form. "Entry" is the date when the Child attends the Nursery for the first time under this contract. Admission to the Nursery will be subject to the availability of a place.

C2 *Offer of a place:* When making offers of places, the Nursery reserves the right to give preference to those Parents who have indicated that the Child will progress from the Nursery to the Reception class at the School. Important - please also see clause C5 and the Notice requirements set out in Section G below.

C3 *Acceptance Deposit:* A deposit ("Acceptance Deposit") as shown in the letter of offer will be payable when Parents accept the offer of a place.

C4 *Return of Deposit:* Except where otherwise stated in these Terms and Conditions, the Acceptance Deposit will be retained in the general funds of the Nursery until the child leaves and will be repaid without interest following the Child's departure from the Nursery less all other sums due to the Nursery.

C5 *Transfer to the School:* It is expected that the Pupil will complete the academic year in which s/he reaches age 4 and subject to him/her satisfying the academic and conduct criteria applicable at the time will

proceed to the Reception class at the School.

C5.1 Where the Parents have stated on the Acceptance Form that they intend that the Child, on leaving the Nursery, will join the School, the Nursery reserves the right to retain the Acceptance Deposit if the Child does not enter the School (except in circumstances where the School does not offer a place).

C5.2 When the School confirms a place for the Pupil the Acceptance Deposit will be transferred to the School subject to the School's Terms and Conditions without the need for the Parents to pay an additional Acceptance Deposit.

C6 *Terms and Conditions:* Acceptance of a place is on the basis that reasonable changes may be made from time to time to these Terms and Conditions, to the level of Fees and to the curriculum and the structure and composition of classes and the length of Nursery Terms. Notice of any change and the reasons for the change will be given as soon as practicable but on occasions it may be less than one term.

D Pastoral Care

D1 *Welfare of the Child:* We will do all that is reasonable to safeguard and promote your Child's welfare and to provide pastoral care to at least the standard required by law. We will respect the Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our Nursery community and the rights and freedoms of others.

D2 *Physical Contact:* The Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.

D3 *Concerns/Complaints:* Any question, concern or complaint about the pastoral care or safety of a Pupil must be made in the first instance to the supervisor in charge of the Pupil. If the matter cannot be resolved at this level, the matter should be referred to the Head, followed by the Head of the whole School.

D4 *Disclosures:* Parents must, as soon as possible, disclose to the Nursery in confidence any known medical condition, health problem, behavioural issues or allergy affecting the Pupil, or any family circumstances or court order which might

affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety.

D5 *Special Precautions:* The Head must be notified in writing immediately of any court orders of situations of risk in relation to the Child for which any special precautions may be needed.

D6 *Belongings:* The Pupil should not bring money, valuables, sweets or toys with them to the Nursery, as the Nursery does not accept responsibility for loss or damage to such items. A comforter will be allowed. The Parents must provide a change of clothing, appropriate for the climatic conditions prevailing at the time. The Parents are asked to supply nappies, creams, wipes and other items as notified for use in respect of their child only and will be required to sign a consent form to permit the Nursery to use sun cream on their Child.

D7 *Collection:* The Nursery must be informed in writing if someone other than a Parent is collecting the Pupil. The Nursery operates a password system in case the Parents ask a third party to collect the Pupil in an emergency. No Pupil will be allowed to leave the Nursery premises with anyone who has not been given prior permission and does not know the password.

D8 *Dietary Requirements:* The Parents should acquaint themselves with the Catering Policy which stipulates the catering requirements for each Year Group. The Parents should advise the Nursery in writing of any dietary requirements or allergies of the Pupil. A doctor's note should be provided if the Pupil has a medically diagnosed food allergy. All reasonable care will be taken by the Nursery to ensure that the Pupil does not come into contact with certain foods.

D9 *Transport:* The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult, authorised by Us, who is duly licensed and insured to drive a vehicle of that type.

D10 *Communications from Parents:* Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the Nursery to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Child from the Nursery. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in Section G.

D11 *Photographs or images:* On joining the Nursery, Parents will be asked to

complete a Permission Form for the Internal and External use of their child's image. If the Permission Form is not completed, by signing the Acceptance Form the Parents consent to the Nursery obtaining and using photographs of the Child for educational purposes as part of the curriculum or extra-curricular activities, for use in the Nursery's internal and promotional material (e.g. prospectus, website or social media) or for press or media purposes. We would not disclose the home address of the Child without the Parents' consent.

D12 *Request for confidentiality:* The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgment of their letter.

D13 *Liability:* Unless negligent or guilty of some other wrongdoing causing injury, loss or damage the Nursery does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

E Health and Medical Matters

E1 *Infectious or Contagious Diseases:* The Pupil will not be accepted into the Nursery with an infectious or contagious disease and must not return to the Nursery until medically fit. The Nursery reserves the right to send the Pupil home if they become unwell whilst under the Nursery's care. It is a condition of acceptance that the Parents leave a daytime contact number.

E2 *Medicine:* The Nursery cannot administer any medicine to the Pupil unless prescribed by a doctor. The Nursery will maintain a Medical Register which must be signed by the Parents before any medicine is given. The only exception to this is if a Child has a high/rising temperature, and Parents are unavoidably held up, provided we have consent from parents, we may decide to administer a dose of liquid paracetamol in order to reduce fever and risk of convulsion. If we are unable to contact the Parents, in extreme cases, we may administer a dose of liquid paracetamol.

E3 *Medical Information:* Throughout the Pupil's time as a Pupil of the Nursery, the Head shall have the right to disclose confidential information about the Pupil if

considered to be in the Pupil's own interests or necessary for the protection of other members of the Nursery community. Such information will be given and received on a confidential, "*need-to-know*" basis.

E4 *Emergency Medical Treatment:* The Parents authorise the Head to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

F Fees and Extras

F1 *Meaning:* "Fees" where used in these Terms and Conditions means the monthly charge set by the Nursery for the sessions the Child will attend. Parents will be consulted regarding any extra costs such as day trips or external activities.

F2 *Payment:* The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the Nursery. The Fees for the first Term are due and payable as cleared funds before the date stipulated in the Offer Letter. Fees for all subsequent Terms are due and payable as cleared funds before the first day of the Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.

F3 *Payment of Fees by a Third Party:* An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the Nursery does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Bursar. The Nursery reserves the right to refuse a payment from a third party.

F4 *Refund/Waiver:* Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction, Fees will not be refunded reduced or waived if:

- F4.1 the Pupil is absent through illness;
- F4.2 a Term is shortened or a vacation extended; or
- F4.3 the pupil is released home before the normal end of a Term; or
- F4.4 the Nursery is temporarily closed due to adverse weather conditions; or

F4.5 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

F5 Unpaid Fees: Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest will be at up to 1.5% per Month accruing on a daily basis which represents a genuine pre-estimate of the cost to the Nursery of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Nursery in the recovery of any unpaid Fees regardless of the value of the Nursery's claim.

F6 Exclusion for Non-Payment: The Child may be excluded from the Nursery on three days' notice when Fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion.

F7 Nursery Education Grant: Where part of the Fee is funded by FEE (Free Early Education) or other similar government funding, the Parents must pay any remaining Fees not covered by this funding.

G Cancellation, Withdrawal and Fees in Lieu

G1 "Notice": Except as otherwise stated in these Terms and Conditions Notice means one Term's written notice given by:

- G1.1 both Parents; or
- G1.2 one of the Parents with the prior written consent of the other Parent; and
- G1.3 any other person with parental responsibility

delivered to and actually received by the Head or Assistant Bursar by the first day of the Term at the end of which the Parent intends to withdraw the Child. No other notice will suffice. The Parents should contact the Head if no acknowledgement of the Notice is received from the Nursery.

G2 Cancellation rights: If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the Nursery staff during the contractual process, the Parents may cancel this agreement at any time within 14 days of the date of the Acceptance Form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the Nursery has provided any educational services under this agreement.

G3 Cancelling Acceptance: The Acceptance Deposit will be retained by the Nursery in full if the Parents cancel their acceptance of a place before Entry by giving more than one Term's notice. If the Parents give less than one Term's Notice, or if the Pupil does not join the Nursery, one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a bursary or other award or concession including the FEE), less the Acceptance Deposit, will be payable as a debt. The Acceptance Deposit should only, therefore, be paid once a firm decision to join the Nursery has been made. The Nursery relies on commitments given when accepting places to budget for income and expenditure requirements each year. The Parents will not be liable to pay the Acceptance Deposit or a Term's Fees if the place is filled immediately and without loss to the Nursery. Cases of genuine hardship will be given special consideration on written request.

G4 Cancelling a place offered in the Term before Entry: If the offer of a place is made in the Term prior to the Term of Entry, the Parents may cancel their acceptance in writing at any time up to two weeks from the date of the Acceptance Form (or two weeks from the expiry of the 14 day period stated in G2). The Acceptance Deposit will then be retained by the Nursery. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a bursary or other award or concession including the FEE), less the Acceptance Deposit, payable as a debt.

G5 Withdrawal: Except in the final Term of the academic year in which the Child reaches 4 years of age or where otherwise stated in clause G7 below, a Term's written Notice must be given before the child is withdrawn (including places funded by a Nursery Education Grant) or a Term's Fees in lieu of Notice will be due and payable as a debt at the rate applicable on the date of invoice (not limited to the parental contribution in the case of a bursary or other award or concession). Provisional notice is not accepted. Cases of genuine hardship will be given special consideration on written request. The Parents will not be liable to pay a Term's Fees in lieu of Notice if the place is filled immediately and without loss to the Nursery. A Term's written Notice is required to discontinue an extra e.g. after school supervision or early morning wrap around care or a Term's Fees for the extra will be immediately payable in lieu as a debt.

G6 *Change or Cancellation of sessions:* The Parents must give to the Nursery one Term's notice if they wish to cancel or change agreed sessions. If the Parents do not provide this Notice the Nursery may not permit the change and the Parents will remain liable to pay the Fees for the sessions originally agreed.

G7 *Transition to Reception:* The School requires certainty of pupil numbers each year to properly plan and resource its Reception class/es. Confirmations of places in its Reception class/es are made by the School during the Spring term. If it is the Parents' intention to place the Pupil in another School for Reception they must provide the Nursery with Notice of Withdrawal before the end of the Autumn Term in the academic year in which the child reaches age 4 or pay a Term's Fees in lieu of Notice at the rate applicable to the Reception year at the School. An Acceptance of a place letter and form will be mailed to the parents half way through the Autumn term. The School will consult with the Parents during the Autumn Term if it appears that the Pupil may not satisfy the academic or conduct criteria applicable for Entry to the School.

G8 *Removal:* The Parents may be required to remove the Child permanently from the Nursery following consultation with the Parents if, because of the conduct of a Parent or the Child, it appears to the Head that the continued presence of the Child is incompatible with the interests of the Nursery. There would be no refund of Fees in these circumstances but the Acceptance Deposit would be returned and Fees in lieu of notice would not be charged.

G9 *Termination by the Nursery:* The Nursery may bring the contract to an end upon a Term's written Notice to the Parents. The Nursery will not terminate the contract without good cause and full consultation with the Parents. The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees.

H General Conditions

H1 *Assignment to the School:* If the Pupil transfers to the Reception class of the School, this contract will automatically be assigned by the Nursery to the School when the School confirms the Pupil's place in the Reception class.

H2 *Data protection:* By signing the Acceptance Form or by agreeing to be bound by these Terms and Conditions the Parents on behalf of themselves and so far as they are able on behalf of the Child consent as far as is required under data

protection law to the processing by the Nursery of personal information including financial information relating to the Parents and sensitive personal information relating to the Parents and/or the Child as is deemed necessary for the legitimate purposes of the Nursery.

H3 *Insurances:* The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents.

H4 *Management:* It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the Nursery community as a whole. We aim also to promote good order and discipline throughout our Nursery community and to ensure compliance with the law.

H5 *Legal Contract:* The offer of a place at the Nursery and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions together with the letter of offer, the Acceptance Form and the fees list.

H6 *Consumer rights:* Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Parents' statutory rights.

H7 *Information for Parents:* We provide parents of prospective pupils with information about the Nursery and the educational services we provide in good faith. This information may be contained in the Nursery's prospectus, website, promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed Acceptance Form to the Nursery.

H8 *Third Party Rights:* Only the Nursery and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract.

H9 *Interpretation:* These Terms and Conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of

the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

H10 *Jurisdiction:* This contract was made at the Nursery and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

The Larks at Laverock Limited
Trading under license as Hazelwood School
Nursery and Early Years
Registered Office: Hazelwood School, Wolfs
Hill, Limpsfield, Oxted, Surrey, RH8 0QU
Company No: 6969119

© Veale Wasbrough 2009 and 2011

